

NOTICE

To All Private Enterprises

The City of Norfolk (the "City"), Virginia, Employees Retirement System, Board of Trustees – Medical Board is seeking proposals from qualified Physician or Physician Groups to perform medical examinations for City employees who apply for accidental and ordinary disability retirement.

The City invites all persons or firms to respond to the Request for Proposals ("RFP") 4372D-0-2014/DH by submitting a proposal consistent with the terms and conditions of this solicitation.

RFP Closing Date and Time: <u>Until position are filled.</u>

Request for Proposal 4372C-0-2014/DH

Independent Medical Examiner(s) to Perform Medical Examination for Accidental and Ordinary Disability Retirement Determination

Buyer: Danny Hawk, CPPB V: 757-664-4026 F: 757-664-4018 danny.hawk@norfolk.gov

Issued: February 10, 2015

RFP CLOSING DATE AND TIME: Until position are filled.

ACKNOWLEDGE RI	ECEIPT OF ADDENDUM: #1 #2_	#3 #4 (Please Initial)	
THE TERMS, CONDITIO	GREES TO PERFORM ANY CONTRACT AW NS, AND REQUIREMENTS SPECIFIED HEI THE COMPANY. FAILURE TO EXECUTE	REIN. THE SIGNATURE BELOW SHA	LL BE PROVIDED BY AN AGENT
Authorized Agent:			
	Signature	Type or Print Name	
Email Address	Telephone Number	Fax Number	
Company Name			
Company FEI/FIN#			
RFP Closing:	nsure its Proposal is time stamped b	ny the Issuing Office no later th	an the Closing Date and

Offeror shall ensure its Proposal is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this RFP. Proposals received after the specified date and time (time stamped 2:01 P.M. or later) will not be considered and will be returned to the Offeror unopened. Proposal shall be delivered to: Office of the Purchasing Agent ("Issuing Office")

232 E. Main Street, Suite 250 Norfolk, Virginia 23510 RFP 4372D-0-2015/DH, Independent Medical Examiner(s)

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SECTION I - GENERAL

Purpose, Background, and General Scope of Services:

A. Purpose: The Employees' Retirement System of the City of Norfolk (ERSCN), Board of Trustees – Medical Board (the "ERSMB") seeks qualified physicians to perform as Independent Medical Examiner (the "IME") to perform medical examinations for City employees who apply for accidental and ordinary disability retirement. The Independent Medical Examiner (the "IME") shall be a board-certified, Virginia licensed physician. The services of the IME shall be administered and coordinated by the Executive Director of the Retirement System.

B. Scope of Services:

IME agrees to perform services as part of the ERSMB to provide medical examinations and written reports to the ERSCN for City employees who apply for accidental and ordinary disability retirement and for City employees/retirees who become recipients of disability retirement benefits. The ERSCN and IME agree that the IME shall determine and advise the ERSCN whether the applicant is mentally or physically totally incapacitated for the further performance of his job and whether the incapacity is permanent, based on position description information provided by the City and as determined by IME. The IME agrees to conduct the medical examinations and provide the written reports to the ERSCN in a timely manner. The IME may consult with other medical services providers who have examined/treated the City employee/retiree in order to determine disability.

The function of the examination by the IME is determination and subsequent issuance by the examing IME of one or more of the following opinions:

- a. Ordinary Disability Medical Opinion addressing whether the member is permanently and totally disabled from the performance of the member's job duties pursuant to City Code §37-64. (Exhibit 1)
- b. Accidental Disability Medical Opinion addressing whether the member is permanently and totally disabled from the performance of the member's job duties as the natural and proximate result of a work-related accident pursuant to City Code §37-65. (Exhibit 1)
- c. Re-examination of disability beneficiaries addressing whether a disability beneficiary is able to engage in gainful employment as set forth in City Code §37-67. (Exhibit 1)

Based upon its review of a member's documentation, including, if applicable, the report of the independent medical examination, the respective IME makes a recommendation to the ERSMB as to whether or not the member's claim for disability benefits should be granted or, in the case of a disability beneficiary, whether the beneficiary is able to engage in gainful employment paying more than the difference between his retirement allowance, including supplements, and the highest pay in the position occupied at retirement.

No specific caseload, volume or minimum number of referrals of work is guaranteed. The following table presents the number of medical examinations and psychiatric examinations for the past three (3) years.

Description	2010	2011	2012
Initial Disability Medical			
Examinations	8	9	15

C. General Duties and Obligations of the ERSMB:

The ERSMB shall advise the IME of the type of medical examination to be performed and provide the IME with the member's name, contact information, job description, and available medical and hospital reports.

D. General Duties and Obligations of the IME:

The IME shall perform all medical and psychiatric examinations in a traditional medical setting and in a manner consistent with professional medical standards and in accordance with current standards of care.

E. Medical Examinations Scheduling:

The IME shall schedule medical examinations within five (5) calendar days of request by the ERSMB. Upon the scheduling of a medical examination, the IME shall immediately notify the ERSMB via email of the scheduled medical examination date. The IME must ensure that the medical examination takes place within twenty (20) calendar days of the request by the ERSMB. When scheduling a medical examination, the IME shall consider the availability and traveling convenience of the member. The IME must immediately notify the Executive Director by email of any problem in scheduling a medical examination.

F. Medical Examinations:

The IME shall perform physical medical examinations as required. All ancillary tests determined as necessary by the IME during medical examinations and psychiatric examinations must be pre-approved, in writing by the ERSMB. All charges relating to tests pre-approved by the ERSMB shall be billed on a pass through basis.

G. Physical Medical Examination:

The same examination shall be performed regardless of whether the member is requesting an ordinary disability or an accidental disability.

While physical examination content shall be determined by the examining IME, all examinations shall include, at a minimum:

- a. review of member's medical and occupational history with special emphasis on symptoms related to job related physical stress and fitness for duty;
- b. physical examination of the spine and limbs for bone and joint abnormalities and of the neck, chest, abdomen, eyes, ears, nose, and throat;
- c. height and weight measured/recorded;
- d. measurement of resting heart rate, blood pressure, and respiration;
- e. visual acuity testing to include complete vision screening using Titmus vision equipment incorporating far point, near point, stereo depth and color, with report and visual acuity examination with the Snellen chart;
- f. auscultation of heart and lung sounds for identification of possible cardiac murmur, dysrhythmia, or chronic lung disease; and
- g. hearing.

The ERSMB shall determine the need for additional input/information from the IME. The IME will be paid at the same rate for the medical exam regardless of whether the member is examined for an initial medical exam or for a re-evaluation medical exam.

H. Medical Findings Report:

Upon completion of each medical examination, the IME shall issue a comprehensive typed narrative report of medical findings. The IME shall ensure that this report is held confidential. The IME shall not release a medical findings report to anyone other than the ERSMB. The IME shall ensure that the signed medical findings report is to the ERSMB, within seven to ten (7-10) business days of the member's medical examination.

The medical findings report must include, but may not be limited to, the following:

a. identification of the member including age, member number, and home address;

- b. examining physician/psychiatrist's name and medical specialty;
- c. signature of the examining physician/psychiatrist;
- d. medical history of the member;
- e. scope of examination and findings, including laboratory tests and x-rays;
- f. written opinion as detailed below when applicable for:
 - i. Ordinary Disability Medical Opinion
 - ii. Accidental Disability Medical Opinion
- g. list of all documentation submitted and reviewed.

The medical findings report shall not include any recommendation for treatment or medicine and the IME shall complete the attached Disability Retirement Recommendation.

I. Ordinary Disability Medical Opinion:

In the instance of a member filing for an application for an ordinary disability retirement benefit, the examining IME develops a written medical opinion addressing whether the member is permanently and totally disabled from the performance of the member's job duties

J. Accidental Disability Medical Option:

In the instance of a member filing an application for an accidental disability retirement benefit, the examining IME develops a written medical opinion addressing whether the member is permanently and totally disabled from the performance of the member's job duties.

If the IME opines that the member is totally and permanently disabled from the performance of his/her job duties, then the IME must opine as to whether the disability was a direct result to the work related events. In the case of multiple events, the causality must be discussed for each event.

The question of whether a member applying for either an ordinary disability or an accidental disability retirement benefit is "permanently and totally disabled" shall be determined by the IME.

The answer depends upon the member's job duties and the disability sustained. Whether applying for an ordinary disability retirement benefit or an accidental disability retirement benefit, the member must establish incapacity for the further performance of the member's position. This standard places no requirement upon the member to show physical or mental inability to perform substantially different duties or to produce evidence of general physical or mental un-employability. The IME must opine whether the disability suffered permanently and totally incapacitates the member from reasonably performing the duties of his/her position.

K. Disability Direct Result of Work Opinion:

For accidental disability retirement applications, if the IME determines that the member is totally and permanently disabled, the IME must opine as to whether the member's disability was a direct result of the work related event the member asserts caused the disability.

L. HIPPA

The IME shall, at all times in the performance of this contract, ensure that it maintains compliance with the Health Insurance Policy Portability and Accountability Act (HIPPA) of 1996 and Balanced Budget Act of 1997 governing the protection of patient information.

M. Testimony and Litigation Support:

The examining IME must be available to answer questions from the ERSCN, the Executive Director or the City Attorney's office and to testify at depositions and/or administrative hearings regarding the examining physician's medical examination report. ERSMB shall notify the IME via email of all requests to schedule consultation, preparation, testimony, and litigation support and the IME must confirm via e-mail within 48 hours that he or she is available to appear.

In such instance, the all-inclusive hourly rate bid by the IME shall be paid with no more than three (3) hours billed by the IME for a physician/psychiatrist's preparation relating to scheduled testimony before a deposition or administrative hearing unless otherwise approved by the ERSCN.

The examining IME shall be required to cooperate with the City Attorney's office in responding to discovery requests and preparing for testimony. In preparation for depositions the IME may charge up to three (3) hours. If preparation is beyond three (3) hours, this time must be justified by the contractor on an itemized bill and the City Attorney's Office must provide verification and approval to the ERSMB.

If the IME is not advised prior to the day of the deposition or administrative hearing at which he or she has been scheduled to appear that the event has been cancelled and the examining IME travels to such event or the examining IME travels to a deposition or administrative hearing at which the examining IME has been scheduled to appear but where testimony is not required, the IME may bill the ERSMB the all inclusive hourly rate bid for only the first hour of the IME testimony. There are no pre-payments for testimony or depositions.

N.

IME will execute an Agreement with the ERSMB in substantially the form of the attached Agreement. (Exhibit 3)

Remaining page intentionally left blank.

SECTION II - SPECIAL INSTRUCTIONS TO THE OFFEROR

A. Issuing Office:

City of Norfolk Office of the Purchasing Agent Attn: Danny Hawk, CPPB 232 Main Street, Suite 250 Norfolk, VA 23435

Telephone: (757) 664-4026 Fax: (757) 664-4018 danny.hawk@norfolk.gov

B. Contract Administrator:

Employee's Retirement System of the City of Norfolk, Board of Trustees – ERSCN

C. Contract Term:

For any Agreement resulting from this RFP ("Contract(s)"), the Agreement shall remain in effect unless or until terminated by either party with thirty (30) days written notice.

D. Contact with City Staff, Representatives, and/or Agents:

Direct contact with ERSCN staff, representatives, and/or agents other than the Issuing Office staff on the subject of this RFP or any subject related to this RFP after issuance of the RFP and prior to award is expressly prohibited. Any such prohibited contact by an offeror will result in disqualification of the offeror's proposal.

E. Offerors of Record:

Offerors receiving a copy of this RFP from a source other than the Issuing Office via www.DemandStar.com must contact the Issuing Office and provide offeror's name, address, contact person, telephone and fax number, and the RFP Item Number. Offeror will be added to the DemandStar planholders' list and will receive notification of any addenda to the RFP.

F. Pre-proposal Conference:

No pre-proposal conference is scheduled.

G. Questions and Addenda:

Offerors shall carefully examine this RFP and any addenda. Offerors are responsible for seeking clarifications, in writing, of any ambiguity, conflict, omission, or other errors in this RFP. Questions should be addressed to the Purchasing Agent. If the answer materially affects the RFP, the information will be incorporated into an addendum and posted on www.DemandStar.com. This RFP and any Addenda shall be incorporated, by reference, into any resulting contract. Offeror is responsible for checking the DemandStar website or contacting the Issuing Office within 48 hours prior to the proposal closing to secure any addenda issued as part of this RFP.

Oral comments and instructions do not form a part of this RFP. Fax and e-mail are for questions only. Proposals submitted via fax or e-mail will not be accepted.

H. Changes or Modifications:

Changes or modifications to this RFP made prior to the date and time of closing will be addressed by addenda from the Issuing Office. Offerors are to acknowledge receipt of addenda in the space provided on the cover page of this RFP. Oral communications are not a part of the RFP or proposal documents. This RFP and any addenda shall be incorporated, by reference, into any Contract.

I. RFP Closing:

Offeror shall ensure its Proposal is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this RFP. Proposals received after the specified date and time (time stamped 2:01 P.M. or later) will not be considered and will be returned to the offeror unopened. Proposals shall be delivered to: **Office of the Purchasing Agent (Issuing Office)**

232 E. Main Street, Suite 250 Norfolk, Virginia 23510 RFP 4372C-0-2014/DH, Doctors for Retirement Medical Board

J. Proposal Submittal Requirements:

Each Proposal shall be submitted to the Issuing Office and shall include the following documents:

- a. The cover page of this RFP, which will contain:
 - i. Original signature of an agent authorized to bind the company;
 - ii. Requested contact information;
 - iii. Company FEI/TIN number; and,
 - iv. Acknowledgment of any addenda on page one (1);
- b. Attachments A F.

K. Evaluation of Proposals:

Evaluation of the proposals will be under the complete jurisdiction of the ERSCN. It is the intent of this Request for Proposals that all services be prepared complete in all respects without need for engaging separate technical expertise of professional services. Upon receipt of the proposals, the ERSCN will evaluate all materials submitted by responding offerors.

The ERSCN is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

L. Preparation of Proposals:

In presenting their proposals, offerors are encouraged to be thorough in addressing the specific requirements and scope of work in the RFP, the Proposal Submittal Requirements, and the Preparation of Proposals items outlined in this RFP.

It is solely the offerors responsibility to ensure that all pertinent and required information is included in its proposal. Failure to adhere to the described format and to include the required information could result in disqualification or a poor evaluation of the offeror's proposal. The City reserves the right to determine if a proposal is incomplete or non-responsive. Each element should be completed and omissions shall be explained.

M. Proposal Binding For One-hundred Eighty (180) Days:

Offeror agrees that its proposal shall be binding and may not be withdrawn for a period of one-hundred eighty (180) calendar days after the scheduled closing date of this RFP.

N. Proprietary Information/Non-Disclosure:

Offeror is advised that City Code section 33.1-9 and Section 2.2-4342 of the Code of Virginia, 1950, as amended, shall govern public inspection of all records submitted by offeror. Specifically, if offeror seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, Offeror shall:

- 1. Invoke the protections of this section prior to or upon submission of the data or other materials, Provide a statement that identifies the data or other materials to be protected and that states the reasons why protection is necessary.
- 2. Submit trade secrets or other proprietary information under separate cover in a sealed envelope clearly marked "**PROPRIETARY**".
- 3. Information submitted that does not meet the above requirements will be considered public information in accordance with State statutes.
- 4. The City reserves the right to submit such information to the City Attorney's Office for concurrence of the offeror's claim that it is in fact proprietary.
- 5. References to the proprietary information may be made within the body of the proposal; however, all information contained within the body of the proposal shall be public information in accordance with State statutes.
- 6. Trade secrets or proprietary information submitted by an offeror in conjunction with this RFP are not subject to public disclosure under the Virginia Freedom of Information Act (VFOIA).
- 7. Information submitted that does not meet the above requirements will be considered public information in accordance with the VFOIA.

An all-inclusive statement that the entire Proposal is proprietary is unacceptable. A statement that offeror's costs and/or proposal pricing are to be protected is unacceptable. Offeror will be requested to remove any such statement(s) in order to be eligible for further consideration.

O. Award:

The award of a contract(s) shall be at the sole discretion of the ERSCN. Award(s) will be made to the offeror(s) whose proposal is determined to be most advantageous to the ERSCN, taking into consideration the evaluation factors set forth in this RFP. The ERSCN reserves the right to accept or reject any or all proposals in whole or in part and to waive informalities. The ERSCN also reserves the right to enter into any contract deemed to be in its best interest, including the award of a contract to more than one offeror.

Offerors will submit proposals, in accordance with the RFP requirements and maintain compliance with all federal, state and local laws and regulations. The ERSCN further reserves the right to make award(s) based on initial proposals submitted without further discussion of the proposals or deliberation. Therefore, the proposals should be submitted initially on the most favorable terms that the offerors can propose with respect to both price and technical capability. The contents of the proposal(s) of the selected offeror(s), as negotiated, will be incorporated and made a part of any ERSCN contractual obligation when the award(s) is made. Proposals will be initially evaluated on the basis of the written material provided, with clarification as needed through telephone calls or e-mails to offerors. The ERSCN may request offerors to conduct a presentation, using methods determined to be in the best interest of the ERSCN, if determined to be necessary by the ERSCN.

P. Disposition of Proposals:

All materials submitted in response to this RFP will become the property of the ERSCN. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the ERSCN except as to the disclosure restrictions contained in Section O, "Proprietary Information/Non-Disclosure."

Q. Cost Incurred In Responding:

This RFP does not commit the ERSCN to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.

R. Offeror Obligation:

Offeror shall carefully examine the contents of this RFP and any subsequent addenda and inform itself fully of the conditions relating to services required herein. Failure to do so shall not relieve the Successful Offeror of its obligation to fulfill the requirements of any contract resulting from this RFP.

S. Non-Assignment:

Offeror shall not assign its rights and duties under the contract without the prior written consent of the ERSCN. Any attempt to assign such rights shall be null and void without action from the ERSCN.

T. Notices:

All notices, requests, demands, and elections under the contract, other than routine operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, email received date, or on the date received when delivered by courier that has a reliable system for tracking delivery, or six (6) business days after the date of mailing, whichever comes first.

All notices shall be addressed to the following individuals: Purchasing Agent City of Norfolk 232 East Main Street, Suite 250 Norfolk, VA 23510

Either party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

U. Governing Law and Venue:

This procurement and the contract shall be governed by the laws of the Commonwealth of Virginia. Venue shall be in Norfolk, Virginia.

V. Anti-Collusion:

Collusion or restraint of free competition, direct or indirect, is prohibited. Offerors are required to execute the anti-collusion statement. See Attachment A.

W. Ethics in Public Contracting:

The offeror shall familiarize itself with Chapter 33.1, Article VII (§§ 33.1-86 through 33.1-93) of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "ETHICS IN PUBLIC CONTRACTING," including the additional statutes set forth in § 33.1-86 thereof, which are attached. The offeror shall abide by such provisions in submission of its proposal and performance of any contract awarded. See Attachment B.

X. Nondiscrimination:

The offeror agrees that it will adhere to the nondiscrimination requirements set forth in Code of the Norfolk City § 33.1-53, which will be incorporated into any contract awarded. See Attachment C.

Y. Debarment Certification:

The certification regarding debarment, suspension, proposed debarment, and other responsibility matters attached to this RFP must be executed and returned with proposals. See Attachment D.

Z. Insurance Requirements:

- 1. IME shall submit to the Issuing Office Certificates of Insurance, prior to beginning work under the resulting contract and no later than five (5) days after award of the contract.
- 2. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to the City and ERSCN and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the City of Norfolk.

3. The certificates of insurance shall list the City of Norfolk, 810 Union Street, Norfolk, Virginia 23510 as additional insureds for the specified services as outlined in this RFP and the Employee Retirement System of the City of Norfolk.

Insurance shall be maintained during the entire term of the resulting contract and any extensions or renewals and shall be the following forms and limits:

Forms <u>Limits</u>
Workers' Compensation Statutory

Automobile Liability \$1,000,000 Combined Single Limit
Commercial General Liability \$1,000,000 Combined Single Limit

Including Contractual Liability,
Products and Completed Operations

Coverage

Professional Liability \$1,000,000 Combined Limit

Umbrella/Excess Liability \$1,000,000

The establishment of minimum limits of insurance by the City and ERSCN does not reduce or limit the liability of responsibilities of the IME.

AA. Hold Harmless Agreement:

The offeror shall indemnify and save harmless the ERSCN and the City of Norfolk and its representatives from and against all losses and claims, demands, suits, actions, payments, and judgments arising from personal injury or otherwise, brought or recovered against the ERSCN and its representative by reason of any act, negligence or omission of the offeror, its agents, servants or employees, in the execution of the contracted work, including any and all expense, legal and otherwise, incurred by the ERSCN and the City or its representatives in the defense of claim or suit.

BB. Compliance with Federal Immigration Law:

The Offeror shall certify that, at all times during which any term of an agreement resulting from this RFP is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General. See Attachment E.

CC. Compliance with State Law – Authorization to Transact Business in the Commonwealth:

Offeror hereby represents that it is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. See Attachment F.

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Attachment A: Anti-Collusion Statement

TO ALL OFFERORS: EXECUTE AND RETURN WITH PROPOSAL DOCUMENTS.

In the preparation and submission of this proposal, on behalf of _________(name of offeror), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS § 1 *et seq.*, or the Conspiracy to Rig Bids to Government statutes, Virginia Code §§ 59.1-68.6 through 59.1-68.8.

The undersigned offeror hereby <u>certifies</u> that this agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, the City of Norfolk has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

Signature:		
Name:		
Title:		
Date:		

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Attachment B: Ethics in Public Contracting

Sec. 33.1-86. Purpose (Virginia Code §2.2-4367).

The provisions of this chapter supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act [Virginia Code § 2.1-347 to § 2.1-358], the Virginia Governmental Frauds Act [Virginia Code Sec. 18.2-498.1 to Sec. 18.2-501], and statutory prohibitions against bribery [Virginia Code § 18.2-438 to §. 18.2-450]. The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act. (Ordinance No. 34,573, 2, 8/1/87).

Sec. 33.1-87. Proscribed participation by public employees in procurement transactions (Virginia Code §2.2-4369) (Ord. No. 34,573, 2, 8/1/87).

No public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the City when the employee knows that:

- 1. The employee is contemporaneously employed by a Offeror or offeror involved in the procurement transaction; or
- 2. The employee's partner, or any member of the employee's immediate family holds a position with a Offeror or offeror such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent; or
- 3. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a Offeror or offeror.

Sec. 33-1-88. Solicitation or acceptance of gifts (Virginia Code §2.2-4371).

No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a offeror, offeror or sub-contractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The City may recover the value of anything conveyed in violation of this section.

Sec. 33.1-89. Disclosure of subsequent employment (Virginia Code §2.2-4370).

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any offeror or offeror with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the City unless the employee, or former employee, provides written notification to the City manager prior to commencement of employment by that offeror, PPEs or offeror.

Sec. 33.1-90. Gifts by Offerors, offerors, or subofferors (Virginia Code §2.2-4371).

No Offeror, offeror, or subofferor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is exchanged.

Sec. 33.1-91. Kickbacks (Virginia Code §2.2-4372).

- 1. No offeror or sub-contractor shall demand or receive from any of his suppliers or his sub-contractor, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.
- 2. No offeror or sub-contractor or supplier shall make, or offer to make, kickbacks as described in this section.
- 3. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
- 4. If a offeror or sub-contractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the City and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

Sec. 33.1-92. Purchase of building materials, supplies or equipment from architect or engineer prohibited (Virginia Code §2.2-4374).

Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the City shall be sold by or purchased from any person employed as an independent offeror by the City to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or corporation in which such architect or engineer has a pecuniary interest.

Sec. 33.1-93. Penalty for violation (Virginia Code §2.2-4377).

Willful violation of any provision of this article shall constitute a class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.

Initial:	
Remaining page intentionally left blank	

Attachment C: Nondiscrimination

Sec. 33.1-53. Employment discrimination by offeror prohibited (Virginia Code §2.2-4311)

Every contract over \$10,000 shall include or incorporate by reference the following provisions:

- 1. During the performance of this contract, the offeror agrees as follows:
- a. The offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the offeror. The offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The offeror, in all solicitations or advertisements for employees placed by or on behalf of the offeror, will state that such offeror is an equal opportunity employer.
- c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - 1. The offeror will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-contractor or offeror.

Initial:
Remaining page intentionally left blank.

Attachment D: Debarment Certification

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

I. CERTIFICATION.

The Offeror certifies, to the best of its knowledge and belief, that—

- (i) The Offeror and/or any of its Principals—
- (A) Are __ are not __ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or local agency;
- (B) Have __ have not __, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are __ are not __ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (ii) The Offeror has __ has not __, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal, state or local agency.

"Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

II. INSTRUCTIONS.

- a. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this RFP. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Offeror non-responsible.
- c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror/PPEs knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

III. NOTICE.

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

Signature:	
NT	
Name:	
Date:	

Attachment E: Compliance with Federal Immigration Law

1.	CERTI	FICA'	<u>l'ION.</u>					
	The Offe	ror cer	tifies, to the b	est of its kn	owledge and	belief, that -		
	The Offe	eror and	d/or any of i	ts Principals	at all times	during which any ter	rm of the contract	is in effect,
(Please	e f	fill	in	with	your	enterprise's	complete	name)
	d	loes no	t and shall no	ot knowingly	y employ any	unauthorized alien. I	For purposes of thi	s section, an
"unaut						ully admitted for peri		
States	nor authori	zed to	be employed	by either Ti	tle 8, section 1	324a of the United S	tates Code or the U	J.S. Attorney
Genera	al.							
2.	<u>INSTRU</u>	CTIO	NS.					
	а. Т	The Off	eror shall pro	ovide immed	liate written n	otice to the Contract	ing Officer if, at ar	ny time prior
	to contra	ct awa	rd, the fferor	r learns that	its certificati	ion was erroneous w	hen submitted or	has become
	erroneou	s by rea	ason of chang	ged circumst	ances.			
	b. A	A certif	ication that a	any of the it	ems in paragr	raph (a) of this provi	sion exists will no	t necessarily
	result in	withho	lding of an a	ward under	this solicitation	on. However, the cer	tification will be c	onsidered in
						esponsibility. Failure		
		_				requested by the appr	opriate City purcha	asing official
	may render the Offeror/ non-responsible.							
		_		_	-	construed to require		*
				-		on required by parag	_	
	-	-			-	ed to exceed that wh	ich is normally po	ssessed by a
				•	business deali			1 ' 1
			-		-	sion is a material rep		-
	reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing							
						solicitation for defaul		y purchasing
3.	NOTIC	•	innate the co	mnaci resum	ing from this	soficitation for defaul	11.	
٥.			n concerns a	matter withi	n the inrisdict	ion of an agency of th	ne United States and	d the making
of a fa	This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001,				U			
	8, United S					o maner sucject to pr	. OD	1001,
					Signature:			
					Name:			
					Title:			

Date: _____

Attachment F: Compliance with State Law – Authorization to Transact Business in the Commonwealth of Virginia

1. **CERTIFICATION.**

	certifies that it is organized or authorized to transact business in the
Comn	nonwealth pursuant to Title 13.1 or Title 50.
The id	lentification number issued to Offeror by the State Corporation Commission:
_	Offeror/ that is not required to be authorized to transact business in the Commonwealth as a n business entity under Title 13.1 or Title 50 or as otherwise required by law shall describe why it is quired to be so authorized:

11. INSTRUCTIONS.

- a. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Offeror non-responsible.
- c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

Signature:
Name:
Title:
Date:

(a)

(c)

Sec. 37-64. Ordinary disability retirement allowance.

4. Ordinary disability remembers

Upon the application of a member in service or of the head of his department, any member who has had five (5) or more years of creditable service may be retired by the board on an ordinary disability retirement allowance, not less than thirty (30) nor more than ninety (90) days next following the execution and filing of such application; provided, that the medical board, after a medical examination of such member, shall certify that he is mentally or physically

totally incapacitated for the further performance of duty, that such incapacity is likely to be

permanent and that such member should be retired.

(b)

The ordinary disability retirement allowance shall be equal to the normal service retirement allowance; if the member has attained his normal service retirement age; otherwise it shall be computed in accordance with subsection (c) of this section.

The ordinary disability retirement allowance shall consist of a pension equal to the amount computed as a normal service retirement allowance for such member on the basis of his average final compensation and creditable service at the time of his retirement; provided, however, that if such amount is less than twenty-five (25) percent of the member's average final compensation, the pension shall be increased to the lesser of the following amounts:

Twenty-five (25) percent of his average final compensation; or

The amount which would have been payable to the member as a normal service retirement allowance on retirement at his normal service retirement age, if he had continued in service until such age without change in his average final compensation.

(Code 1958, § 40-10)

(1)

(2)

Sec. 37-65. Accidental disability retirement allowance—Generally.

(a)

Upon the application of a member in service or of the head of his department, any member who has been totally and permanently incapacitated for duty as the natural and proximate result of an accident, the cause of which is compensable under the Virginia Workers' Compensation Act, occurring while in the actual performance of duty at some definite time and place, without willful negligence on his part, may be retired by the board on an accidental disability retirement allowance, and not an ordinary disability retirement allowance, not less than thirty (30) nor more than ninety (90) days next following the execution and filing of such application; provided that such application is filed within six (6) years from the definite time of such accident and that the medical board, after a medical examination of such member, shall certify that he is mentally or physically totally incapacitated for the further performance of duty,



that such incapacity is likely to be permanent and that he should be retired. Notwithstanding the foregoing, in the event the board, in its discretion, determines that manifest injustice would result from an application of the six-year limitations period for application under this section, or from the requirement in this section that the member be in service at the time of application, and that there is evidence satisfactory to the board that a qualifying disability was the natural and proximate result of an accident compensable under the Virginia Workers' Compensation Act occurring at some definite time and place, it shall have the authority to waive such limitations period and the requirement that the member be in service at the time of application.

(b)

The accidental disability retirement allowance shall consist of a pension which shall be equal of sixty-six and two-thirds (662/3) percent of the member's average final compensation.

(Ord. No. 39,721, § 1, 9-14-99)

Sec. 37-67. Reexamination of and reduction of benefits for beneficiaries retired on account of disability.

(a)

Once each year during the first five (5) years following the retirement of a member of an ordinary or accidental disability retirement allowance, and once in every three (3) year period thereafter, the board may, and upon his application shall, require any disability beneficiary to undergo a medical examination, if he has not yet attained his normal service retirement age, such examination to be made at the place of residence of such beneficiary or some other place mutually agreed upon. Should any disability beneficiary refuse to submit to such medical examination, his retirement allowance may be discontinued by the board until his withdrawal of such refusal, and should his refusal continue for one year, all his rights in and to his pension may be revoked by the board.

(b)

Should the board of trustees determine that a disability beneficiary, who has not attained his normal service retirement age, is engaged in a gainful employment, or should the medical board certify to the board of trustees that a disability beneficiary is able to engage in a gainful employment, paying more than the difference between his retirement allowance, including any supplements, and the highest rate in the pay range effective January first of the current year for the position he occupied at retirement, or if no such position is now included in the compensation plan, then a comparable range as identified by the personnel department, the board of trustees may reduce his retirement allowance, including any supplements, to an amount which, together with the amount earnable by him, shall equal the amount established on January first of the year being considered. The reduction will be made in the year following the year in which the earnings excess occurs. Should the retiree's earning capacity later change, the amount of his benefit may be increased or decreased in accordance with the provisions of this chapter.

(c)

The board of trustees is hereby authorized to require retired disability beneficiaries to file such reports with the executive secretary of the system as it feels are in the best interest of the

system and necessary to carry out the provisions of this section. The board may discontinue benefits to any retiree who fails or refuses to provide such reports as are requested, and may continue to do so until such information is received.

(Code 1958, § 40-15)

Remaining page intentionally left blank.

Exhibit 2: Sample Agreement

AGREEMENT BETWEEN BOARD OF TRUSTEES OF THE EMPLOYEES RETIREMENT SYSTEM OF THE CITY OF NORFOLK AND

	This Agreement dated this	day of	, 20,	by and between the B	oard of
Trustees of th	ne Employees' Retirement Sy	ystem of the City	of Norfolk ("BOA	RD") with its offices	located
at 3 rd Floor	City Hall Building, Norfolk	x, Virginia 23510	and Dr	, an indep	endent
medical	examiner,	("IME"),	whose	address	is
	WHEREAS, pursuant to C			e, City employees who	o apply
for accidental	l and ordinary disability reti	irement and who	are receiving disa	bility benefits are sub	oject to
medical exam	nination; and				
	WHEREAS, the Board of	Trustees of the C	ity's Retirement S	system engages physic	cians to
provide such	medical examinations; and				
	WHEREAS, IME has been	deemed qualified	l by the Board to c	onduct medical exami	nations
of disability	retirement applicants and	recipients and	is willing to pro	ovide these services;	NOW
THEREFORI	Е,				
	For and in consideration of	the mutual prom	ises of the parties,	they hereby agree as fo	ollows:
	1. SCOPE OF SERVICE	ES. IME agrees	to perform service	ces for the Board to I	provide
medical exan	ninations and written reports	s to the Board for	City employees v	who apply for acciden	tal and
ordinary disal	bility retirement and for City	employees/retiree	s who become reci	pients of disability reti	irement
benefits as de	etailed in the RFP dated	, 2	013 (Exhibit A) a	nd the IME's Proposa	ıl dated
	, 2013 (Exhibit B). Th	e Board and IME	agree that IME sl	nall determine and adv	ise the

Board whether the applicant is mentally or physically totally incapacitated for further performance of his

job and whether the incapacity is permanent, based on position description information provided by the City and as determined by IME, IME agrees to conduct the medical examinations and provide the written reports to the Board in a timely manner. IME may consult with other medical services providers who have examined/treated the City employee/retiree in order to determine disability.

- 2. <u>TERM/TERMINATION</u>. This Agreement shall be and remain in effect unless or until terminated by either party by the giving of thirty (30) days written notice to the other at the address above.
- 3. <u>COMPENSATION</u>. The Board shall compensate IME in the amount of _______Dollars (\$) per examination, which includes the examination/consultation with other medical services providers and the written report provided to the Board. Compensation will be provided after such report is accepted by the Board and an invoice is received by the Board. If extraordinary expenses are anticipated by IME in evaluating the disability situation, he may request additional fees and such fees may be authorized by the Board. The Board makes no guaranty as to any specific quantity of work.
- 4. **INSURANCE AND INDEMNIFICATION**. IME shall provide the insurance and indemnification as specified in the RFP.
- 5. **CONFIDENTIALITY**. Employee information is confidential and shall be disclosed only for the purposes directly connected with the services as set forth in this Agreement.
- 6. <u>ASSIGNMENT</u>. Neither the Board nor IME shall assign or transfer any rights in this Agreement without the written consent of the other party.
- 7. **SEVERABILITY**. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of other provisions.
- 8. **GOVERNING LAW AND VENUE**. This Agreement will be governed in all respects as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia. In the event of litigation, venue shall be in the City of Norfolk.

9. **ENTIRE AGREEMENT**. This Agreement constitutes the entire understanding between the Board and IME. Any amendments to this Agreement shall be made in writing, signed by the parties and attached hereto. Nothing in this Agreement shall be construed as authority to either party to make commitments which will bind the other party beyond the scope of services or the term contained herein.

10. <u>INDEPENDENT CONTRACTOR</u>. Nothing in this Agreement creates a joint venture, partnership and principal-agent or mutual agency relationship between the parties. No party has any right or power under this Agreement to create any right or power under this Agreement to create any obligation, express or implied, on behalf of the other party. Each person signing below represents and warrants that he or she has the necessary authority to bind the principal set forth below.

BOARD OF TRUSTEES, EMPLOYEES RETIREMENT SYSTEM CITY OF NORFOLK

Mary L. G. Nexsen, Deputy C	City Attorney
Form and Correctness Appro	oved:
	-J.
	By:
	Dr
	Board Chairman
	By: